



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202 • (904) 359-3100

February 25, 1985

Law Department
Writer's direct telephone line:
(904) 359-3673

RECORDATION NO. 5750-8
FILE 1425

MAR 14 1985 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th & Constitution, N. W.
Washington, D.C. 20423

Dear Mr. Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Agreement dated as of February 1, 1985, a secondary document.

The primary document to which this document is connected is recorded under Recordation No. 5750.

The names and addresses of the parties to the document are as follows:

Mercantile-Safe Deposit and Trust Company,
Trustee
Two Hopkins Plaza
Baltimore, Maryland 21203

Seaboard System Railroad, Inc.
500 Water Street
Jacksonville, Florida 32202

The Supplemental Agreement covers the release of the following equipment:

One (1) 70-ton box car bearing road number L&N 114478,

and the substitution of the following equipment:

Three (3) 80-ton open top hopper cars bearing road numbers L&N 187047, 187048 and 187050.

A fee of \$10.00 is enclosed.

Please return all counterparts not needed by the Commission for recordation to:

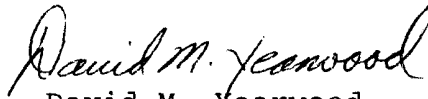
Mr. David M. Yearwood
General Attorney
Seaboard System Railroad, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the index follows:

Release of L&N 114478.

Subjection and substitution of L&N 187047, 187048 and 187050.

Very truly yours,


David M. Yearwood
General Attorney

RECORDATION NO. 5750-8 Filed 1425

MAR 14 1985 11 12 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT, dated as of February 1, 1985, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a Maryland corporation, as Trustee (the "Trustee") under Louisville and Nashville Railroad Equipment Trust, Series 3, dated as of June 15, 1970, as supplemented, and SEABOARD SYSTEM RAILROAD, INC. (successor by merger to Louisville and Nashville Railroad Company), a Virginia corporation (the "Railroad").

WITNESSETH:

WHEREAS, under an Equipment Trust Agreement, dated as of June 15, 1970, as supplemented (the "Equipment Trust Agreement"), by and between the Trustee and the Railroad, there is leased to the Railroad the Trust Equipment described therein;

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on June 16, 1970 and assigned Recordation No. 5750;

WHEREAS, Section 4.7 of the Equipment Trust Agreement requires the Railroad at the close of each calendar year to (1) deposit with the Trustee an amount in cash equal to the Fair Value of the Trust Equipment which shall be worn out, lost or destroyed or become unsuitable for use or no longer be needed, or (2) with the prior consent of the Trustee, cause to be sold, assigned, transferred and set over unto the Trustee, other

equipment having a Fair Value equal to or in excess of the Fair Value of such Trust Equipment;

WHEREAS, the aggregate Fair Value of the Trust Equipment which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar year 1983 is \$7,199;

WHEREAS, the Railroad proposes, and the Trustee is willing to consent thereto, to sell, assign, transfer and set over unto the Trustee, pursuant to Section 4.7 of the Equipment Trust Agreement, other equipment having a Fair Value as of the date hereof in excess of the Fair Value of the Trust Equipment which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar year 1983.

NOW, THEREFORE, in consideration of the premises, the Railroad hereby agrees, pursuant to Section 4.7 of the Equipment Trust Agreement, to sell, assign, transfer and set over unto the Trustee the following equipment:

Three (3) 80-ton open top hopper cars bearing road numbers L&N 187047, 187048, 187050, and

having an aggregate Fair Value as of the date hereof of \$10,776.

The Equipment Trust Agreement is hereby amended to subject such equipment to the terms of the Equipment Trust Agreement.

The following Trust Equipment, which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar year 1983, is hereby released from the Equipment Trust Agreement:

One (1) 70-ton box car bearing road number L&N 114478.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee evidence of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.


IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms of the Equipment Trust Agreement, and the Railroad, pursuant to due corporate authority, have caused this Supplemental Agreement to be signed in their respective corporate names by their respective duly authorized officers and

their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Trustee

(Corporate Seal)

By


Vice President

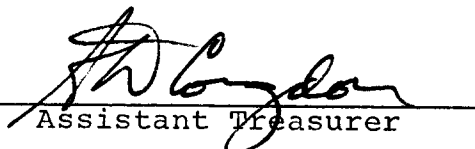
ATTEST:


Assistant Corporate Trust Officer

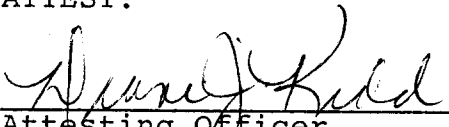
SEABOARD SYSTEM RAILROAD, INC.

(Corporate Seal)

By

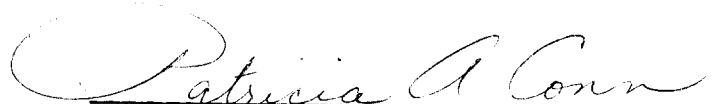

Assistant Treasurer

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this day 20th of February, 1985, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

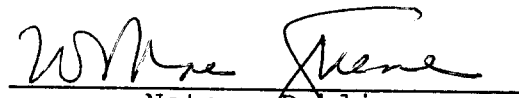

Notary Public

My Commission expires 7-1-86.

(NOTARIAL SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 14th day of February, 1985, before me personally appeared A. D. Congdon, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer of Seaboard System Railroad, Inc., that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires NOTARY PUBLIC, STATE OF FLORIDA.

(NOTARIAL SEAL)

My commission expires July 7, 1985
Bonded by American Fire & Casualty Company